



**Tiki Beach Resort-Rentals (South Pier 2 LLC)**

W921 Kettle Moraine Lane, #12, Campbellsport, WI 53010

TikiBeachResort.rentals@gmail.com

**ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND WAIVER OF CLAIMS WARNING:**  
**PLEASE READ THIS DOCUMENT CAREFULLY, IN ITS ENTIRETY, BEFORE SIGNING**  
**THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS, INCLUDING THE**  
**RIGHT TO SUE OR CLAIM COMPENSATION!**

South Pier 1, LLC d/b/a Tiki Beach Resort operates a restaurant, tiki bar, beach play area, and boat cruise, and South Pier 2 LLC operates a campground, boat-kayak-canoe, paddle board rentals, cruises, beach play area, and inflatable water feature play device on Kettle Moraine Lake. This all includes the inflatables in the water (South Pier 2 LLC), above-water play center and mats in an area of water that is less than 6' deep. These inflatable water play features are designed for children and young teens, aged 5 to 17 years of age, and Adult Caregiver Supervision Is Required for use. This Agreement is to cover all guests appearing on the Tiki Beach Resort grounds or neighboring properties, and encompasses, but is not limited to, the inflatables, campground, boats, cruises, play center, beach, grassy areas, parking lots and all areas of Tiki Beach Resort.

1. I understand that participating and being on the grounds, in the water, camping, eating, visiting Tiki Beach Resort ("the Activity") **IS HAZARDOUS AND MAY CAUSE PHYSICAL or EMOTIONAL INJURY, DEATH, OR PROPERTY DAMAGE.** I understand that each person participating in the Activity is a "Participant" and that I am signing this release on my own behalf and, if a Participant is under the age of 18, I am signing as the minor Participant's parent or legal guardian.

2. **I EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH THE ACTIVITY.** I understand the risks associated with the Activity include, but are not limited to: injuries or death associated with collisions, entanglements, cuts, burns, drowning, and or falls of all sorts, above and below the water, on the steps, play center and in or by the Premises. Tiki Beach Resort operates on a lake, with inflatables, boats, cruises, water crafts and toys, play centers and there is a risk of being submerged under the water, becoming severely injured, dying, and of being burnt, cut, scraped, falling, and injured in many ways. I know that severe injury and even death could occur to anyone on the Premises and especially any Participant. I also understand that supervision by Tiki Beach Resort, its managers, agents, employees, members, and representatives does NOT and CANNOT ensure or guarantee my safety or the safety of my children or guests. I am responsible for my own health and safety.

3. **I expressly acknowledge that:** (a) Participant has **been informed of and understands the rules and regulations** of participation in the Activities, and that these rules are not exhaustive as self care must be maintained by Participant at all times; (b) Participant is **responsible for understanding and complying with all signage, including instructions** on use of the devices, inflatables, boats and equipment; (c) **Participants are Highly Encouraged to wear life jackets when participating in water Activity;** (d) equipment and obstacles may be encountered at any time; (e) falls and collisions may occur and that injuries are an ordinary occurrence of the Activity; (f) **Participant assumes the risk of all conditions.** If my child, or a child I am supervising or responsible for, is participating, I also acknowledge that: (g) I have spoken to my child about the Activity; (h) my child understands and appreciates the risks of participating in the Activity; and (i) my child is voluntarily participating in the Activity.

4. **IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE ACTIVITY, I AGREE TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE** South Pier 1, LLC, Tiki Beach Resort, South Pier 2 LLC, KML Condominium Association and its members managers and officers, South Pier LLC (Developer), Dr. Toby and Kim Watson), all of their affiliated companies and subsidiaries, the land owners, and all of their respective insurance companies, successors in interest, commercial and corporate sponsors, managers, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from participation in the Activity, **INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** (including the failure to take reasonable steps to protect against the risks of the Activity) **OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.** I understand there may be improper care, neglect and other failures with installation and maintenance, and I accept use and Activity in its AS IS condition presented. I will pay all costs and attorney fees **INCURRED BY ANY RELEASED PARTY IN DEFENDING A CLAIM OR SUIT BROUGHT AS A RESULT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITY.**

5. Any notices shall be directed to: South Pier 2 LLC, 2808 Kohler Memorial Drive, Suite 1, Sheboygan, WI 53081.

6. I represent that the Participant is in good health and that there are no special problems associated with the Participant's physical or mental condition. I authorize medical care provider to carry out any emergency medical care for Participant when deemed necessary, and agree to be fully responsible for any associated costs (i.e. Ambulance, Emergency Care and all Medical Treatment). Should I seek medical care, I agree to pay all costs for such care, regardless of fault.

7. I agree that **ANY AND ALL CLAIMS FOR LOSS, INJURY AND/OR DEATH REGARDING AN ALLEGED INCIDENT SHALL BE GOVERNED BY THE LAWS OF WISCONSIN**, and if any portion of this release is illegal, that illegal portion shall be removed, but the remainder of the agreement shall remain in full force.

8. If Participant is under the age of 18, I represent that I am the minor Participant's parent or legal guardian and I **VOLUNTARILY GRANT PERMISSION FOR THE MINOR TO TAKE PART IN THE ACTIVITY**. I acknowledge that I am also signing this release, and entering these Premises, on behalf of the minor Participant and that **THE MINOR PARTICIPANT SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE**. By signing this release without a parent or guardian's signature, I represent that I am at least 18 years of age. By signing this release on behalf of the minor Participant, I further represent that Participant may be of any age. I agree all participants have adequate insurance or money to cover injury.

9. I agree to indemnify the released parties for all liability and claims, even if due to negligence, and I will not file any lawsuit claim, and I will pay for all attorney fees, arising from any misrepresentation or execution of this agreement.

10. **USE OF A LIFE JACKET IS RECOMMENDED FOR WATER ACTIVITY AND THEY ARE AVAILABLE FOR FREE AT THE SAND PIT AND BY REQUEST TO ANY MANAGER. IF YOU CAN NOT FIND A LIFE JACKET OR SOMEONE TELLS YOU THERE ARE NONE, A MANAGER CAN OBTAIN ONE FOR YOU. IF YOU DO NOT OBTAIN ONE, DO NOT ENGAGE IN WATER ACTIVITY.** You must be a good swimmer to engage in water activity. I understand that **A LIFE JACKET IS IN NO WAY IS A GUARANTEE OF SAFETY**, and that no life jacket can protect the wearer against all foreseeable or unforeseeable risks associated with the Activity. I further understand that participation in the Activity can expose the Participant to risks that cannot be prevented by the use of a life jacket. You are swimming and engaging in Activity at Your Own Risk. **THERE ARE NO LIFEGUARDS ON DUTY AT ANY TIME. You must wear the life jacket properly, and get a new one if it is damaged.**

11. This release shall be binding to the fullest extent permitted by law and shall continue to apply for the duration of any time participant comes to Tiki Beach Resort. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. By signing this release on behalf of a minor, this release shall be binding upon the minor's assignees, subrogees, distributors, heirs, next of kin, executors and personal representatives. If you do not sign this Agreement, by entering the Premises, you agree to these terms and conditions, which are posted at the entrances to the Premises. I also understand it is my responsibility to ask questions about the rules of the Activity.

I had sufficient time to read this entire document, and chose not to consult with a legal expert prior to signing. I understand the cost to be at Tiki Beach Resort, and or engage in Activity, would be significantly higher if I were to not sign this release, and I agree that the opportunity to participate at the stated cost is in return for the execution of this release, and believe this to be a bargain. I have carefully read this document and understand it to be a legally binding wavier and release of liability. I signify this by signing. If a minor is with me, I agree to indemnify and hold harmless any claims alleging negligence which are brought by or on behalf of the minor, in any way connected to Activity or participation by minor.

_____	_____	_____	_____
Adult/Parent/Guardian Name (Print)	Date	Adult/Parent/Guardian Signature	Date
_____	_____	_____	_____
Minor Participant #1 Name (Print)	Date	Minor Participant #2 Name (Print)	Date
_____	_____	_____	_____
Minor Participant #3 Name (Print)	Date	Minor Participant #4 Name (Print)	Date